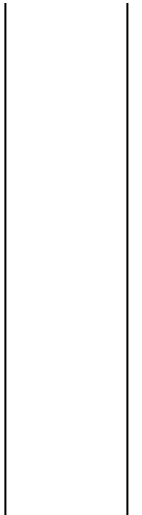


Extension Lease File Checklist

AGENCY:	_____	CONTRACTING OFFICER:	_____
LOCATION:	_____	LEASING SPECIALIST/RGA	_____
SQUARE FOOTAGE:	_____	PROJECT MANAGER:	_____
PROJECT NUMBER:	_____	BROKER POC IF APPLICAB	_____
LEASE NUMBER:	_____	BROKER T.O. IF APPLICABI	_____
LEASE EXPIRATION DATE:	_____	RATIONALE FOR EXTENSIO	_____
LEASE AMENDMENT NUMBER:	_____		

I. REQUIREMENTS DEVELOPMENT		Policy/LDG Ch 7 Reference	Required
A.	Notification to LAM of Intention to Extend		
B.	GLS Task Order Determination	Ch 7. 2c.	
	B.1 National Program Manager Written Exception Response to Use Broker		
	B.2 Broker Task Order/Project Orientation Meeting		
C.	Prospectus: Submission/Approval (House and Senate Resolutions)		
D.	Project Management & Acquisition Plan	Ch 7. 3a.	
E.	Other: Requirements Development		
II. PRE-NEGOTIATION PHASE		Policy/LDG Ch 7 Reference	Required
A.	Market Research	Ch 7. 4	
B.	Bullseye Report	Leasing Alert 4/25/16	
C.	Negotiation Objectives	Ch 7. 3c.	
D.	Justification for Other Than Full and Open Competition (or JOFOC) or SLAT-Level Memorandum to File, and Supporting Documentation	Ch 7. 5b.	
E.	Prospectus: NOL Approval of JOFOC	email from C Wisner 12/12/16	
F.	Floodplain Check & Compliance	GSA Floodplain Management Desk Guide	
G.	Other: Pre-Negotiation		
III. OFFER NEGOTIATION AND AWARD DETERMINATION DOCUMENTS		Policy/LDG Ch 7 Reference	Required
A.	Request for Lessor's Extension Proposal	Ch 7. 6a.	

B. Offer and Related Correspondence	Ch 7. 6a.	
C. Scoring Memorandum	Ch 7. 6b.	
D. System for Award Management (SAM): Active Registration Check (All Awards)	Ch 7. 3b.	
E. System for Award Management (SAM): Exclusion Check	Ch 7. 3b.	
F. Price Negotiation Memorandum (PNM)	Ch 7. 6c.	
G. Other: Offer Negotiation and Award Determination		
IV. (A) APPROVAL AND FUNDING DOCUMENTS	Policy/LDG Ch 7 Reference	Required
A. Occupancy Agreement (OA) Signed by Agency (if Rental Rates Change)	Ch 7. 2b.	
B. Lease Amendment - Draft	Ch 7. 6e.	
C. Transmittal to Lessor		
D. BA 53 Pre-Award Fund Certification	Ch 7. 6d.	
E. Other: Approval and Funding Documents		
IV. (B) LEASE AMENDMENT EXECUTION	Policy/LDG Ch 7 Reference	Required
A. Lease Amendment - Executed	Ch 7. 6e.	
B. Transmittal to Lessor		
C. Other: Lease Amendment Execution		
V. POST AWARD NOTIFICATIONS	Policy/LDG Ch 7 Reference	Required
A. Posting of Redacted Justification for Other Than Full and Open Competititon on FBO	Ch 7. 5c.	
B. Lease Amendment Distribution to Field Office	Ch 7. 6e.	
C. Lease Amendment Distribution to Agency	Ch 7. 6e.	
D. Lease Amendment Distribution to FPS	Ch 7. 6e.	
E Other: Post Award Notifications		
VI. PROJECT COMPLETION/CLOSURE	Policy/LDG Ch 7 Reference	Required
A. Lease Digest (R620)		
B. Occupancy Agreement (OA) and Evidence of Transmittal to Agency - Final		
C. Other: Project Completion/Closure		



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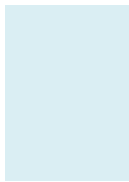
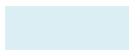
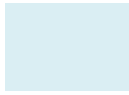
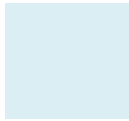
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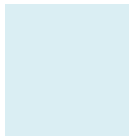
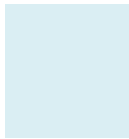
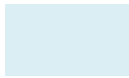
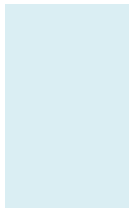
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Note	Document In File
Note	Document In File
LCO should also consider impact of accrued tax and operating escalations, TI rental drop-off, etc.	
Note	Document In File

Note	Document In File
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Note	Document In File

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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 14
LEASE AMENDMENT ADDRESS OF PREMISES 1 International Way Warwick, Rhode Island 20886-1700	TO LEASE NO. GS-01P-LRI04549 PDN Number: (Not required)

THIS AMENDMENT is made and entered into between
VAS REALTY, LLC

whose address is: 137 Applegate Road, Cranston, RI 02920
 hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease **by extending the lease for 24 months, 18 months firm.**

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective **May 1, 2019** as follows:

- A. **TO EXTEND THE LEASE** for twenty four (24) months, eighteen (18)) months firm with a **termination date of April 30, 2021**. The Government reserves the right in writing to provide 60 days notification of termination to the Lessor after the last day of the 18th month, if applicable, for timely relocation to new replacing space before the end of the 24th month term.

End of Lease Amendment #14.

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FORCE AND EFFECT.

This Lease Amendment contains **1** pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: _____

Signature: _____
 Name: **Michael Strobel**
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT Between DHS IMMIGRATION AND CUSTOMS ENFORCEMENT - ICE (7055) And GENERAL SERVICES ADMINISTRATION

ARI00904	Draft	Version:	28	Date Last Modified:	19-Jun-2019
RI7147ZZ		LRI04549		Late Replacement	

DHS IMMIGRATION AND CUSTOMS ENFORCEMENT - ICE (Code 7055) will occupy 29,204.00 usable (30,000.00 rentable) square feet of space and 0 structured parking spaces and 132 surface parking spaces at 1 International Way (RI7147) located at 1 International Way, WARWICK, RI, for a period of 24 months commencing on or about 05/01/2019.

DHS IMMIGRATION AND CUSTOMS ENFORCEMENT - ICE (Code 7055) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost and real estate taxes.

DHS IMMIGRATION AND CUSTOMS ENFORCEMENT - ICE (Code 7055) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Promoting Efficient Spending

Reduce the Footprint

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. DHS IMMIGRATION AND CUSTOMS ENFORCEMENT - ICE is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

Leased Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS. Further, any alterations that might obligate PBS under a lease must be approved by the responsible PBS contracting officer.

Building Services

Building services to be provided to the tenant agency for the operating expense portion of the Rent are specified in the PBS Request for Lease Proposal (RLP) that is made part of the lease contract. A copy of the lease contract is provided to the tenant agency. Additional or upgraded services beyond those identified in

the RLP are provided by PBS or the lessor on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

Financial Terms

While this occupancy agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that:

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years' obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Lease Contract Rent

The underlying lease contract rent will be passed through to the tenant agency. For a non-fully serviced lease, the cost of operating services not covered by the lease will also be passed through to the tenant agency. The PBS fee in leased space, calculated (b) (4) of the annual lease contract cost plus the cost of separately contracted operating services, will also apply. Charges for security and GSA-installed improvements may apply as well.

Charges for operating expenses, joint use space, parking, security and real estate taxes may be adjusted on an annual basis.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled in the case of leased space by the granting of an occupancy permit by the proper authority and/or by PBS's acceptance of the space as substantially complete in accordance with the lease. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.

PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in this lease must function and Lessor-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences.

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Occupancy Agreement (OA) incrementally. In the case of phased occupancy with separate OAs (example, different Agency/Bureau codes), the rent start date for each OA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Lessor while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above "substantially complete" and "operationally functional" requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been included in the lease contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before selection of and award to a lessor, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any lease contract and/or lease modification or amendment. Until lease award, the tenant agency has the right to cancel the proposed project without financial obligation.

Occupancy After Lease Expiration

In the event of a continued occupancy after lease expiration, the tenant agency will continue to be financially responsible for the pass-through of the lease contract rent, the PBS lease fee, and any additional costs incurred by PBS resulting from lease renewal, extension, replacement, holdover or condemnation. The tenant agency rights to relinquish space as specified in this OA remain in effect.

PBS Services

The services that PBS provides to its customers may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any service beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

Replacement Responsibilities

The lessor bears the responsibility for replacement and renewal of shell items. PBS will also oblige the lessor to fund cyclic paint and carpeting within the tenant's space, as provided in the lease contract.

Tenant Agency Appeal

The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction rider or schedule has been made part of a lease contract, the rider/schedule must be incorporated into this OA. Once part of this OA, the schedule/rider becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the lease rider, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, the lessor may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day to day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by the lessor failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a contractor failing to install personal property on time with one exception. For those personal property items that have been included in the lease contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the lease contract, is not reason for delaying the rent start date. In its role as tenant representative, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of lessor-caused delay, if there is a liquidated damages clause in the lease, PBS will pursue the lessor for the value of the damages. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Environmental and Safety Standards and Regulations

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate

to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

Other Mandatory Clauses

Non-Cancelable Space

This is NON-CANCELABLE SPACE and DHS IMMIGRATION AND CUSTOMS ENFORCEMENT - ICE (Code 7055) agrees to continue to pay rent on space that is vacated and returned to PBS. DHS IMMIGRATION AND CUSTOMS ENFORCEMENT - ICE's (Code 7055) obligation to pay Rent will cease when one of the following occur: The expiration of this OA, the termination of the lease as permitted under the lease terms and conditions, or occupancy by a backfill tenant to the extent to which the backfill tenant agency's Rent (not including TIs) covers the total rent obligation of DHS IMMIGRATION AND CUSTOMS ENFORCEMENT - ICE (Code 7055).

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Department of Homeland Security (DHS) Mandatory Clauses

Rent Components

Obligation to Pay Rent

The DHS IMMIGRATION AND CUSTOMS ENFORCEMENT - ICE (Code 7055) obligation to pay Rent for the space governed by this OA commences upon substantial completion and acceptance of the space by the GSA project manager. DHS IMMIGRATION AND CUSTOMS ENFORCEMENT - ICE (Code 7055) will accompany GSA on the walk-through of the space prior to GSA acceptance of the space. (Note: This clause supersedes any conflicting clauses in the Standard Clauses.)

Shell Rent

The shell rental rate identified in the OA Financial Summary:

For Leased Space:

- ___ (before the lease award) based upon comparable market data and is an estimate.
- ___ (before the lease award) based upon a final negotiated lease and is final.
- ___ (**after** the lease award) the rate set forth in the lease and is final.

Per Square Foot Operating Costs

The per-square-foot base-year operating costs identified in the OA Financial Summary:

For Leased Space:

- ___ (before the lease award) based upon comparable market data and are estimates.
- ___ (before the lease award) based upon the final negotiated lease and are final.
- ___ (**after** the lease award) the costs set forth in the lease and are final.

Base-Year Estate Tax

The base-year real estate tax rate is only applicable to leased space. The tax rate is identified in the OA Financial Summary:

- ___ (before the lease award) based upon comparable market data and are estimates.
- ___ (before the lease award) based upon the final negotiated lease and are final.
- ___ (**after** the lease award) the costs set forth in the lease and are final.

Tenant Improvement Cost

Whether the assignment is in owned or leased space, if the tenant improvement cost identified in the OA Financial Summary:

- Represents the cost of minor improvements in existing space, it is unlikely to change significantly.
- Is the tenant improvement allowance or a preliminary modification of the tenant allowance, is subject to change, depending on the actual costs.
- Is the negotiated total tenant improvement value, it is unlikely to change significantly except for changes to the scope of the work.
- Is a buildout-period estimate, is subject to cost adjustments.
- Is the cost upon completion, may be subject to minor post-construction cost adjustments.

Applicable Terms

The following terms apply to this Occupancy Agreement:

A. General TI Allowance (Total Dollars)	(b) (4)
B. General TI Allowance Expended (Total Dollars)	(b) (4)
C. Customization TI Allowance (Total Dollars)	(b) (4)
D. Customization TI Allowance Expended (Total Dollars)	(b) (4)
E. TI Amortization Rate (Annual)	(b) (4)
F. TI Amortization Term (Months)	24
G. Total TI Lump-Sum Payment Buy-Down (Total Dollars)	(b) (4)
H. Customization Tier for this OA	2

Optional Clauses

Ad Hoc Clauses

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

LRI04549 extension DHS ICE Warwick
 RI eff. 5/1/2019
 ARI00904
 7055

Draft
 DHS IMMIGRATION AND CUSTOMS
 ENFORCEMENT - ICE
 RI7147ZZ

Page: 1 of 3
 Version: 28 Date Last Modified: 19-Jun-2019

OA Start Date: 01-May-2019
 OA End Date: 30-Apr-2021

LRI04549 Late Replacement
 Fiscal Year: 2019 Partial
 Period: 01-May-2019 to 30-Sep-2019

	Charge Basis	Period Charge	Annual Rate
1. Shell Rental Rate #			
a. General	30,000	(b) (4)	(b) (4)
3. Operating Costs ##	30,000	(b) (4)	(b) (4)
4. Real Estate Taxes ###	30,000	(b) (4)	(b) (4)
A. Market Rent SubTotal	30,000	(b) (4)	(b) (4)
9. Parking			
b. Surface (number of spaces)	132		
11. PBS Fee	30,000	(b) (4)	(b) (4)
B. Agency Rent SubTotal	30,000	(b) (4)	(b) (4)
C. Joint Use SubTotal		(b) (4)	
D. Total Annual Rent (A+B+C)	30,000	(b) (4)	
E. Adjustments SubTotal		(b) (4)	
F. Total Rent Bill(D+E)		(b) (4)	
G. Total Antenna Bill		(b) (4)	
H. Total Reimbursable Services Bill		(b) (4)	
I. Total PBS Bill (F+G+H)		(b) (4)	
J. LUMP SUM ITEMS			
# Parking is included in Shell Rental	Customization Tier		2
## Operating Cost Escalation Applies	Amortization Terms (in months)		24
### Real Estate Tax Escalation Applies	PBS Fee is		(b) (4)

Note: ANSI Rentable of 30,000 is 29,204 Assigned Usable Space PLUS 796 Common Space. R/U Factor is 1.027256540

LRI04549 extension DHS ICE Warwick
 RI eff. 5/1/2019
 ARI00904
 7055

Draft
 DHS IMMIGRATION AND CUSTOMS
 ENFORCEMENT - ICE
 RI7147ZZ

Page: 2 of 3
 Version: 28 Date Last Modified: 19-Jun-2019

OA Start Date: 01-May-2019
 OA End Date: 30-Apr-2021

LRI04549 Late Replacement
 Fiscal Year: 2020
 Period: 01-Oct-2019 to 30-Sep-2020

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate #			
a. General	30,000	(b) (4)	(b) (4)
3. Operating Costs ##	30,000	(b) (4)	(b) (4)
4. Real Estate Taxes ###	30,000	(b) (4)	(b) (4)
A. Market Rent SubTotal	30,000	(b) (4)	(b) (4)
9. Parking			
b. Surface (number of spaces)	132		
11. PBS Fee	30,000	(b) (4)	(b) (4)
B. Agency Rent SubTotal	30,000	(b) (4)	(b) (4)
C. Joint Use SubTotal		(b) (4)	
D. Total Annual Rent (A+B+C)	30,000	(b) (4)	
14. Billing Adjustments & Corrections			
a. Current Year			
Tax Escalation		(b) (4)	
E. Adjustments SubTotal		(b) (4)	
F. Total Rent Bill(D+E)		(b) (4)	
G. Total Antenna Bill		(b) (4)	
H. Total Reimbursable Services Bill		(b) (4)	
I. Total PBS Bill (F+G+H)		(b) (4)	
# Parking is included in Shell Rental	Customization Tier		2
## Operating Cost Escalation Applies	Amortization Terms (in months)		24
### Real Estate Tax Escalation Applies	PBS Fee is		(b) (4)

Note: ANSI Rentable of 30,000 is 29,204 Assigned Usable Space PLUS 796 Common Space. R/U Factor is 1.027256540

LRI04549 extension DHS ICE Warwick

RI eff. 5/1/2019

ARI00904

7055

Draft

DHS IMMIGRATION AND CUSTOMS

ENFORCEMENT - ICE

RI7147ZZ

OA Start Date:

01-May-2019

OA End Date:

30-Apr-2021

Page: 3 of 3

Version: 28

Date Last Modified: 19-Jun-2019

LRI04549

Late Replacement

Fiscal Year:

2021 Partial

Period: 01-Oct-2020 to 30-Apr-2021

	Charge Basis	Period Charge	Annual Rate
1. Shell Rental Rate #			
a. General	30,000	(b) (4)	(b) (4)
3. Operating Costs ##	30,000	(b) (4)	(b) (4)
4. Real Estate Taxes ###	30,000	(b) (4)	(b) (4)
A. Market Rent SubTotal	30,000	(b) (4)	(b) (4)
9. Parking			
b. Surface (number of spaces)	132		
11. PBS Fee	30,000	(b) (4)	(b) (4)
B. Agency Rent SubTotal	30,000	(b) (4)	(b) (4)
C. Joint Use SubTotal		(b) (4)	
D. Total Annual Rent (A+B+C)	30,000	(b) (4)	
14. Billing Adjustments & Corrections			
a. Current Year			
Tax Escalation		(b) (4)	
E. Adjustments SubTotal		(b) (4)	
F. Total Rent Bill(D+E)		(b) (4)	
G. Total Antenna Bill		(b) (4)	
H. Total Reimbursable Services Bill		(b) (4)	
I. Total PBS Bill (F+G+H)		(b) (4)	
# Parking is included in Shell Rental	Customization Tier		2
## Operating Cost Escalation Applies	Amortization Terms (in months)		24
### Real Estate Tax Escalation Applies	PBS Fee is		(b) (4)

Note: ANSI Rentable of 30,000 is 29,204 Assigned Usable Space PLUS 796 Common Space. R/U Factor is 1.027256540

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 14 TO LEASE NO. LRI04549
ADDRESS OF PREMISES 1 International Way Warwick, RI 02886	PDN Number:

THIS AMENDMENT is made and entered into between **VAS Realty LLC** hereinafter called the Lessor,

whose address is: 137 Applegate Road, Cranston, RI 02920-3731

and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended as follows:

1) Extension: Section 1 of Supplemental Lease Agreement 8, dated 9/30/2009, is deleted in its entirety and replaced with:

"In accordance with Paragraph 2 of Lease LRI04549 the commencement date is established as 5/1/2009 with a corresponding termination date of 4/30/2021. The Firm Term is established as 5/1/2019 to 11/1/2020, termination rights do not apply during this period".

2) Annual Rent: Section 4 of Supplemental Lease Agreement 11, dated 6/11/2012, is deleted in its entirety and replaced with:

"The new annual rent of \$1,386,600.00, effective 5/1/2019, is further broken down as follows:

Shell Rate: (b) (4)

Operating Rate: (b) (4)

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

(b) (6)

Name: VITO SCOLA
 Title: CEO
 Entity Name: VAS REALTY LLC
 Date: 6-22-2019

Signature: _____
 Name: _____
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: _____

WITNESSED FOR THE LESSOR BY:

(b) (6)

Name: DOREEN SCOLA
 Title: Administration
 Date: June 22, 2019

3) Termination Rights: Section 3 of Lease LRI04549, dated 8/16/2007, is deleted in its entirety and replaced with:

"The Government may terminate the Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination".

(b) (6)

&

GOVT

6-22-2014

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT		1 International Way Warwick, RI 02886
LEASE AMENDMENT No. 14 TO LEASE NO. LR104549	ADDRESS OF PREMISES PDN Number:	

THIS AMENDMENT is made and entered into between **VAS Realty LLC** hereinafter called the Lessor, whose address is: 137 Applegate Road, Cranston, RI 02920-3731

and the **UNITED STATES OF AMERICA**, hereinafter called the Government.

WHEREAS, the parties hereto desire to amend the above Lease.

NOW **THEREFORE**, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended as follows:

- 1) **Extension**: Section 1 of Supplemental Lease Agreement 8, dated 9/30/2009, is deleted in its entirety and replaced with:
 "In accordance with Paragraph 2 of Lease LR104549 the commencement date is established as 5/1/2009 with a corresponding termination date of 4/30/2021. The Firm Term is established as 5/1/2019 to 11/1/2020, termination rights do not apply during this period".

- 2) **Annual Rent**: Section 4 of Supplemental Lease Agreement 11, dated 6/11/2012, is deleted in its entirety and replaced with:
 "The new annual rent of \$1,386,600.00, effective 5/1/2019, is further broken down as follows:

Shell Rate: (b) (4)
 Operating Rate (b) (4)

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR.
FOR THE GOVERNMENT:

Name: [Redacted] Title: [Redacted] Entity Name: [Redacted] Date: 6-22-2019	Signature: [Redacted] Name: [Redacted] Title: [Redacted] Date: [Redacted]
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Name: [Redacted]
 Title: [Redacted]
 Date: 6-22-2019
 WITNESSED FOR THE LESSOR BY: [Redacted]

3) Termination Rights: Section 3 of Lease LRI04549, dated 8/16/2007, is deleted in its entirety and replaced with:

"The Government may terminate the Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination".

INITIAL

(b) (6)

&

LESSOR

GOVT

6-22-2019